

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

FILED  
IN CLERKS OFFICE

MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY,  
Plaintiff

2004 JUN -4 A 11:40

U.S. DISTRICT COURT  
DISTRICT OF MASS.

VS.

C.A. NO. 04CV10203 PBS

ADP MARSHALL, INC., A FLUOR  
DANIEL COMPANY AND FIREMAN'S  
FUND INSURANCE COMPANY,  
Defendants

ADP MARSHALL, INC.,  
Plaintiff-in-Counterclaim

VS.

MASSACHUSETTS DEVELOPMENT  
FINANCE AGENCY,  
Defendant-in-Counterclaim

ADP MARSHALL, INC.,  
Third-Party Plaintiff

VS.

ALLIED CONSULTING ENGINEERING  
SERVICES, INC., ANDOVER CONTROLS  
CORPORATION, R&R WINDOW  
CONTRACTORS, INC. and DELTA  
KEYSPAN, INC. n/k/a DELTA  
KEYSPAN, LLC,  
Third-Party Defendants

THIRD PARTY DEFENDANT, R&R WINDOW CONTRACTORS, INC.'S INITIAL  
DISCLOSURES PURSUANT TO FED.R.CIV.P. RULE 26(a)(1)

Now comes third party defendant, R&R Window Contractors, Inc. in the above captioned matter and make this initial disclosure pursuant to Fed.R.Civ.P. Rule 26(a)(1).

(A) Name of individual likely to have discoverable information

Richard Powers – Field Coordinator, R&R Window Contractors, Inc.  
Roger Fuller – President, R&R Window Contractors, Inc.  
George Hinton – Vice-President, R&R Window Contractors, Inc.  
Ann Miles – Vice-President/Controller, R&R Window Contractors, Inc.  
Michael Kellogg – Foreman, R&R Window Contractors, Inc.  
Robert J. Gruslin – 84 Madison Street, Pawtucket, RI (former Project Manager, R&R Window Contractors, Inc.)

All of the above were involved in the installation of the windows pursuant to the R&R contract as well as negotiation of the R&R sub-contract. Ann Miles was not involved in the installation, however was involved in the negotiation of the R&R windows sub-contract.

(B) Documents

The documents are being collected. However, the documents that are available include the sub-contracts, purchase orders and invoices, approved shop drawings and correspondence between R&R Window Contractors, Inc. and general contractor.

(C) Damages

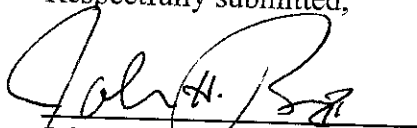
R&R Window Contractors, Inc. makes no claim for damages.

(D) Insurance Agreements

See attached Exhibit A, Massachusetts Bay Insurance Company insurance policy number ZDE 6013324, effective dates 01/31/00 to 01/31/01. See Exhibit B, Massachusetts Bay Insurance Company insurance policy number ZDE 6013324, effective dates 01/31/01 to 01/31/02. See Exhibit C, Hanover Insurance Company EXCELLA – Excess/Umbrella Policy, policy number UHE 610 08 34, effective dates 01/31/00 to 01/31/01.

In addition, the claims alleged may be covered by insurance policies from the Western World Insurance Company and the Peerless Insurance Company. Copies of those policies will be produced when obtained.

Respectfully submitted,



John H. Bruno II, Esquire  
B.B.O. No. 542098

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